

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

POWER MARKETING DIRECT, INC.,

Plaintiff,

vs.

Case No. C2-05-766

Judge Edmund A. Sargus, Jr.

Magistrate Judge Norah McCann King

RICKY PAGNOZZI,

Defendant.

ORDER

This matter came before the Court on August 28, 2007 for a Show Cause Hearing and a Hearing on Plaintiff's Motion for Default Judgment. As set forth on the record in more detail, the Court hereby **ORDERS** the following relief:

Plaintiff's Motion for Default Judgment as to Counts One, Two, Three, Five and Six of the Complaint is **GRANTED**.

The Court finds Defendant Ricky Pagnozzi in **CONTEMPT OF COURT**. As a sanction for his willful failure to obey Orders from this Court, and his failure to prosecute the claims, the Court **DISMISSES** Count Four of the Complaint and Pagnozzi's Counterclaims against Plaintiff, Power Marketing Direct, Inc.

The Clerk is **DIRECTED** to enter **JUDGMENT** in favor of Plaintiff, Power Marketing Direct, Inc., in the following amounts:


As to Count Four, Statement on Account:	\$8,544.23, plus 10% annual interest
As to all remaining Counts of the Complaint:	\$109,006 in compensatory damages and costs
Attorneys Fees and Costs:	\$37,609.19

Further, the Court hereby issues an **INJUNCTION** and hereby **ENJOINS** Defendant, Ricky Pagnozzi, from violating the terms of the Covenant Against Competition, as provided in Paragraph 19 of the Power Marketing Direct License and Dealer Agreement, for a period of three (3) years, effective August 28, 2007, and, as set forth fully in the Covenant Against Competition clause, from engaging in business or other activity related to the retail sale or wholesale sale of furniture or bedding within a radius of two hundred (200) miles from the territory to which he was assigned while licensed by Power Marketing Direct, Inc.

IT IS SO ORDERED.

8-29-2007

DATED



EDMUND A. SARGUS, JR.
UNITED STATES DISTRICT JUDGE